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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
: Case No. 22-10943 (MEW)
VOYAGER DIGITAL HOLDINGS, INC., *et al.*, :
: (Jointly Administered)
Debtors.¹ :
:
----- x

**NOTICE OF PRESENTMENT OF
STIPULATED ORDER REGARDING MEDIATION BETWEEN
ETHOS.IO PTE LTD., AMANO GLOBAL HOLDINGS INC., ADAM LAVINE,
AIKO LAVINE, AND SHINGO LAVINE, AND THE WIND-DOWN DEBTOR**

PLEASE TAKE NOTICE that the Plan Administrator (the “Plan Administrator”) for
the *Third Amended Joint Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates*
Pursuant to Chapter 11 of the Bankruptcy Code (the “Bankruptcy Code”) [Docket No. 1166-1]
(the “Plan”) of Voyager Digital Holdings, Inc., *et al.* (collectively, the “Wind-Down Debtor”),
through his undersigned counsel, in accordance with the Case Management Procedures Order
and Local Rule 9074-1, will present the proposed *Stipulated Order Regarding Mediation*

¹ The Wind-Down Debtor in these chapter 11 cases consists of Voyager Digital Holdings, Inc. (7687), Voyager Digital, Ltd. (7224); and Voyager Digital, LLC (8013). The Wind-Down Debtor’s service address and principal place of business is 27777 Franklin, Suite 2500, Southfield, MI 48034.

Between Ethos.io PTE Ltd., Amano Global Holdings Inc., Adam Lavine, Aiko Lavine, and Shingo Lavine, and the Wind-Down Debtor, attached hereto as **Exhibit A** (the “Stipulated Order”), to the Honorable Michael E. Wiles, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the “Court”), on May 1, 2024 at 12:00 p.m. (Eastern Time) for approval and signature.

PLEASE TAKE FURTHER NOTICE that the following parties have agreed to the Stipulated Order: the Plan Administrator, Ethos.io PTE Ltd., Amano Global Holdings Inc., Adam Lavine, Aiko Lavine, and Shingo Lavine.

PLEASE TAKE FURTHER NOTICE that unless a written objection to the Stipulated Order is filed with the Court in accordance with the customary practices of the Court and General Order M-399 and delivered to the undersigned and the chambers of the Honorable Michael E. Wiles, so as to be received by May 1, 2024 at 11:00 a.m. (Eastern Time), there will not be a hearing to consider the Stipulated Order absent questions from the Court, and the Stipulated Order may be signed and entered by the Court.

Dated: New York, New York
April 24, 2024

McDERMOTT WILL & EMERY LLP

/s/ Darren Azman

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Counsel to the Plan Administrator

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he caused a true and correct copy of the foregoing *Notice of Presentment of Stipulated Order Regarding Mediation Between Ethos.io PTE Ltd., Amano Global Holdings Inc., Adam Lavine, Aiko Lavine, and Shingo Lavine, and the Wind-Down Debtor* to be served on April 24, 2024, upon (i) all parties in these chapter 11 cases that are registered or otherwise entitled to receive electronic notices via electronic notification pursuant to the CM/ECF system for the United States Bankruptcy Court for the Southern District of New York, and (ii) the following parties via electronic mail:

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Counsel for Ethos.io PTE Ltd., Amano Global Holdings Inc., Adam Lavine, Aiko Lavine and Shingo Lavine

/s/ Darren Azman

Darren Azman

Exhibit A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

| | | |
|---|---|-------------------------|
| In re: |) | Chapter 11 |
| |) | |
| VOYAGER DIGITAL HOLDINGS, INC., <i>et al.</i> , |) | Case No. 22-10943 (MEW) |
| |) | |
| Debtors. ¹ |) | (Jointly Administered) |
| |) | |

**STIPULATED ORDER REGARDING MEDIATION
BETWEEN ETHOS.IO PTE LTD., AMANO GLOBAL HOLDINGS INC.,
ADAM LAVINE, AIKO LAVINE, AND SHINGO LAVINE, AND
THE WIND-DOWN DEBTOR**

Pursuant to Rule 9019-1 of the Local Bankruptcy Rules for the Southern District of New York, Paul R. Hage, as Plan Administrator for the Voyager Wind-Down Debtor, which consists of Debtors Voyager Digital Holdings, Inc.; Voyager Digital, Ltd.; and Voyager Digital, LLC (collectively, “Voyager” and referred to after May 19, 2023 as, the “Wind-Down Debtor”), on the one hand, and, on the other hand, Ethos.io PTE Ltd. (“Ethos”), Amano Global Holdings Inc. (“Amano”), Adam, Aiko, and Shingo Lavine (collectively, the “Lavines” and, together with Ethos and Amano, the “Ethos Parties” and, collectively with the Wind-Down Debtor, the “Parties”) have agreed to mediate certain matters between the Parties, as set forth in this Stipulated Order.

WHEREAS, Ethos filed (i) Proof of Claim No. 11222 against Voyager Digital Holdings, Inc.; (ii) Proof of Claim No. 11228 against Voyager Digital Ltd.; and (iii) Proof of Claim No. 11229 against Voyager Digital LLC (collectively, the “Ethos Claims”);

¹ The Wind-Down Debtor in these chapter 11 cases consists of Voyager Digital Holdings, Inc. (7687), Voyager Digital, Ltd. (7224), and Voyager Digital, LLC (8013). The Wind-Down Debtor’s service address and principal place of business is 27777 Franklin, Suite 2500, Southfield, MI 48034.

WHEREAS, the Wind-Down Debtor's deadline to file an objection to the Ethos Claims has been extended by consent to April 26, 2024 (the "Objection Deadline");

WHEREAS, the Wind-Down Debtor alleges claims against some or all of the Ethos Parties (collectively, the "Voyager Claims" and, collectively with the Ethos Claims, the "Claims"); and

WHEREAS, the Parties wish to have sufficient time to engage in settlement discussions and mediation related to the Claims; and

WHEREAS, counsel to the Parties have conferred and consented to this Order in the form submitted.

NOW THEREFORE, having considered the matter, IT IS ORDERED as follows:

1. The Parties shall participate in a mediation conference to occur by June 7, 2024, unless that deadline is extended by written agreement of the Parties. Mediation shall be conducted pursuant to Local Bankruptcy Rule 9019-1 and the United States Bankruptcy Court for the Southern District of New York's Procedures Governing Mediation of Matters and the Use of Early Neutral Evaluation and Mediation/Voluntary Arbitration in Bankruptcy Cases and Adversary Proceedings (the "Procedures"), except as otherwise provided in the confirmed Third Amended Joint Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Case (the "Plan"). The Plan Administrator may settle the Claims in his discretion, per the provisions set forth in the Plan.

2. Consistent with Section 3.5 of the Procedures, the mediation shall terminate on the date the Parties receive the mediator's final report (the "Report Date"). The mediator may allow virtual participation in the mediation.

3. The Objection Deadline shall be and hereby is extended to the date that is ten (10) days following the Report Date (the "New Objection Deadline"); *provided, however* that the New

Objection Deadline shall not be any date earlier than June 7, 2024. For the avoidance of doubt, if the Report Date occurs on or before May 28, 2024, the New Objection Deadline will be June 7, 2024, and if the Report Date occurs on or after May 29, 2024, the New Objection Deadline will be ten (10) days following the Report Date (unless, in each case, the Parties otherwise agree in writing, including by email, to extend the New Objection Deadline further).

4. The Parties shall split the mediator's compensation and expenses (if any) as follows: The Wind-Down Debtor shall be responsible for 50% of the mediator's compensation and expenses and the Ethos Parties shall be responsible for 50% of the mediator's compensation and expenses.

5. Beginning on March 26, 2024 and continuing until the later of the Report Date or June 18, 2024 (the "Standstill and Tolling Period"), the Parties shall forbear and postpone any filing, commencement, prosecution and discovery regarding any legal or equitable action related to the Claims. Nothing in this Stipulated Order shall preclude the Parties from initiating or prosecuting any Claims or other legal action after the expiration of the Standstill and Tolling Period.

6. The Standstill and Tolling Period may be extended by the Parties in writing, including by email.

7. The Standstill and Tolling Period shall not be included in computing any statute of limitations or statute of repose for the Claims, nor will the Standstill and Tolling Period be considered in support of a laches defense or any other time-based defense, doctrine, rule, or statute otherwise limiting any Party's right to preserve and prosecute any Claim, including, without limitation, any limitations provided under 11 U.S.C. § 546(a). The Parties agree they will not assert or interpose, in any lawsuit or action between the Parties related to the Claims, any defense based

on the Standstill and Tolling Period or the passage of time during the Standstill and Tolling Period, including without limitation any laches or other time-based defense and any defense that any statute of limitations or any statute of repose expired during, or because of the passage of time during, the Standstill and Tolling Period. Nothing in this Stipulated Order shall revive any claim, cause of action, affirmative defense or other demand that was barred, reduced, or limited by any applicable statute of limitation or other defense based on the passage of time prior to March 26, 2024.

8. During the Standstill and Tolling Period, the Parties agree to preserve documents, records, and other potential evidence within their possession, custody, or control, relating to the Claims and defenses.

AGREED and stipulated as of April 23, 2024

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*On behalf of Paul R. Hage, as Plan
Administrator for the Voyager Wind-
Down Debtor*

Dated: April ___, 2024
New York, New York

LAW OFFICES OF DOUGLAS T. TABACHNIK

By: /s/ Douglas T. Tabachnik

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On behalf of the Ethos Parties

THE HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE